

2. Gulf Stream Coach, Inc. is an Indiana corporation engaged in the business of manufacturing, distributing and selling recreational vehicles, and particularly, the vehicle giving rise to this cause of action.

THE FACTS

3. On or about May, 2000, the Plaintiffs purchased from the Defendant, through its agent Bernard Chevrolet, Inc., Libertyville, Illinois, one 1999 Gulf Stream recreational vehicle, serial no.: 4VZAT1799XC029963, at and for a purchase price of \$327,179.00. The vehicle was represented by the Defendant to be a new vehicle.

4. From the time the vehicle was purchased numerous difficulties occurred and continue to occur, up to and including the present time, all in breach of the Defendant's express warranty and some of which defects are life-threatening.

5. At the time of the purchase, the Plaintiffs were led to believe, and relied upon, representations that the subject vehicle was fit for the ordinary purposes for which it was intended to be used and that it was of good and merchantable quality.

6. Defendant further advised the Plaintiffs that the vehicle would have excellent service if necessary.

7. The aforementioned statements were false and were made with fraudulent intent and actual malice in that the Defendant knew, or should have known, that the subject vehicle was not of merchantable quality, was not fit for the purpose intended, and could not be properly repaired.

8. That the Plaintiffs have provided the Defendant numerous opportunities over a period of almost 30 months to cure the numerous defects in the subject vehicle, which